# SCHEDULE A ADDENDUM TO THE SERVICE LEVEL AGREEMENT BETWEEN UTAH INTERACTIVE, LLC

# AND DEPARTMENT OF ADMINISTRATIVE SERVICES

This document will serve as the latest Schedule A addendum to the Service Level Agreement with the Network, Utah Interactive, LLC, adding additional Department of Administrative Services (DAS) transactions or services to the Network, subject to approval of the State of Utah Chief Information Office (CIO).

#### **AGREEMENTS**

Access By the Network Manager. DAS authorizes the Network Manager, to provide electronic access to information contained in the Utah Public Finance Web Site, in accordance with this Agreement. Description of Service is as follows:

# Transparency Project - Utah Public Finance Web Site

S.B. 38 modified the Utah Code by providing that certain public financial information be made available on the Internet, and creates the Utah Public Finance Web Site (UPFW). The bill specifies the following requirements of the site:

- Permit Utah taxpayers to view, understand, and track the use of taxpayer dollars by making financial information from participating State entities available on the Internet;
- Allow a user with Internet access to use the site without paying a fee;
- Allow a user to search public financial information using criteria established by the Utah Transparency Advisory Board;
- Provide access to financial reports, financial audits, budgets, or other financial documents that are used to allocate, appropriate, spend, and account for government funds;

The website must be operational no later than May 15, 2009.

2.	Record Classification and User Access.	DAS to the Network Manager the record classification:
	(Public)	
		**************************************

The Network Manager certifies that they will offer the following security and authorization for access to the application outlined above:

The application will allow open access to public records as established by DAS.

- 3. Record Supply Costs and Computer Programs. The Network Manager shall be responsible for costs and expenses in establishing access to the records and providing record transactions to Users and Subscribers, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the DAS computer programs and to access the Records. Computer programs used by the Network Manager shall:
  - a. Protect information from unauthorized access;

- UI will display disclosures on the UPFW, as outlined by the Division of Finance, about the data presented on the website.
- 5. <u>Transaction Logs.</u> UI shall collect and make available to DAS Division of Finance, information on the number of times the website is accessed by the public each day.
- 6. Payment and Collection.

DAS has determined to proceed under a fixed price contract. Payment is due to Utah Interactive based on eight monthly progress billings of \$19,200 with the remaining 20% invoiced after final acceptance. The total cost will not exceed \$192,000. The eight monthly invoices will be submitted starting on October 1, 2008 through May 1, 2009.

An Annual Maintenance Contract will be required at 20% of the original development cost of the application. This will be invoiced and paid annually.

Project Tasks	Estimated Hours	Hourly Rate	Cost
Project Management	440	\$70.00	\$30,800
Documentation	80	\$70.00	\$5,600
Prototype/image work	160	\$55.00	\$8,800
Senior Development	1000	\$95.00	\$95,000
Development	120	\$75.00	\$9,000
Senior Database Admin	120	\$95.00	\$11,400
Testing	320	\$70.00	\$22,400
Migration (roll-out preparation, roll- out, post-roll-out support)	120	\$75.00	\$9,000
Total Development Cost			\$192,000

Annual Maintenance Contract (20%)	n/a	n/a	38,400
(=0.0)	AAFEE		30,400

- Records and Finances. All Network documents and records maintained by the Network Manager relating to DAS records shall be available for inspection, auditing and copying by the agency or other authorized representatives.
- 8. Responsibilities of DAS. In order to accomplish the tasks outlined in this Addendum A, NETWORK MANAGER will require DAS to perform the below listed items in a timely manner. If DAS fails to provide any one of these items, the delivery dates for the NETWORK MANAGER deliverables may require adjustment. NETWORK MANAGER will not be held responsible for delays due to unavailability of data or resources from DAS.
  - The Director of the Division of Finance is designated as the Project Sponsor.
  - DAS will designate a Project Manager with responsibility and authority for review and approval of deliverables under this Addendum A.
  - DAS will provide timely authorization for the project and for each approval required during the project.
  - DAS will assist NETWORK MANAGER in resolving any problems that arise both during and after the implementation of this project.
  - DAS will provide transfer of necessary IT knowledge, environment and business processes to NETWORK MANAGER. Verbal walkthroughs and documentation will satisfy this responsibility.
  - DAS will review and approve the project plan, functional requirement document, and the prototype prior to implementation.

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- DAS will review and approve the project plan, functional requirement document, and the prototype prior to implementation.
- DAS will sign and return to NETWORK MANAGER the Letter of Acceptance before the application is implemented.

# 9. RESPONSIBILITIES OF Utah INTERACTIVE

- NETWORK MANAGER will designate a Project Manager to serve as the primary point of contact for the NETWORK MANAGER deliverables and who will coordinate completion of the NETWORK MANAGER deliverables with DAS project team.
- NETWORK MANAGER, with review by DAS-Finance, will develop a detailed written Project Plan by September 30, 2008 to be approved by DAS-Finance.
- NETWORK MANAGER will develop the application as defined in this Addendum and in the approved Project Plan.
- NETWORK MANAGER will provide day-to-day management of the Project Plan.
- NETWORK MANAGER will host or attend periodic team meetings to review the status of project activities against the plan.
- NETWORK MANAGER will provide Project Plan Updates to DAS Project Manager, as required.
- NETWORK MANAGER will provide Executive Briefings to the Project Sponsor and the CIO's Office, as required.
- NETWORK MANAGER will place the application into production and make it available for use by DAS after receipt of an executed Letter of Acceptance from DAS.

# 10. DELIVERY OF FINAL APPLICATION

Following user acceptance testing, DAS will be requested by NETWORK MANAGER to sign a formal Letter of Acceptance ("Letter"). This Letter must be executed by the Project Sponsor, as previously identified in this Addendum A and the Letter must be received by NETWORK MANAGER's General Manager before the application can be placed into production and made available for use by DAS. Once NETWORK MANAGER receives the executed Letter from DAS, the application will be deemed accepted, placed into the production environment and thus the project will be considered complete and delivered.

### 11. CHANGE PROCESS

The scope of work as specified in this document and the Project Plan shall not change except when approved in accordance with the following processes and/or protocols:

### Prior to Software Delivery:

- The NETWORK MANAGER and DAS Project Manager will review any issues that may arise and determine if the resolution will lead to a change in the scope of work, which is defined as a change that will affect cost, schedule or staffing.
- The proposed change is formally documented, including the impact on schedule, cost and staffing.
- The proposed change in the scope of work is reviewed by the NETWORK MANAGER and DAS Project Manager and taken before the eGovernment oversight entity for approval if required.
- Once the change in the scope of work is approved, the change becomes an additional Addendum to the SLA.

### After Software Delivery:

After the application is delivered, as defined above, NETWORK MANAGER will provide support for the proper installation and ongoing general operation of the current release of the application.

- Maintenance: After the application is launched, if maintenance issues arise or reporting an error becomes necessary, DAS should contact NETWORK MANAGER. Maintenance includes graphical changes, addition or re-wording of text, or other changes that do not materially change the utility, efficiency, functional capability, or application of the software. All other requested changes will be deemed significant maintenance efforts, requiring DAS to submit a written change request to NETWORK MANAGER. NETWORK MANAGER will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the CIO's Office, if required.
- Software Modifications and Enhancements: For software modifications or additions that
  materially change the utility, efficiency, functional capability, or application of the software
  DAS will submit a written change request. NETWORK MANAGER will then evaluate the
  request, seek additional information if necessary, and prioritize it and price it in consideration
  of other ongoing development projects with the approval of the CIO's Office, if required.
- 12. Funding Source. The Agency is required to declare in advance the source of funds used for this project. Please indicate in the blank, which lettered statement is true about your funding source. If neither of these choices is true about your funding source, then the Network Manager may not be able to perform the work for the Agency. The Network Manager will rely upon your statement in determining whether it can or cannot perform this work for the Agency.

Declaration of funding source:

- a. "The Agency affirms that no federal funds are being used to finance this project." or,
- b. "Federal funds are being used to finance the project but no federal funds are being used that requires the Network Manager to assign all right, title and interest in any part of the work or deliverables, including any work allegedly made for hire, to any other entity, individual, or to the public domain. Special federal funding requirements, if any, are included as an attachment."

13. <u>Termination Clause:</u> This addendum may be terminated for any reason by DAS or Utah Interactive, LLC, by providing written notice to the other party at least 30 days prior to the desired termination date. This termination clause only applies to this Schedule A Addendum and not to the entire Service Level Agreement between the Department of Administrative Services and Utah Interactive. DAS will pay Utah Interactive for all work performed up to the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials or officers.

Division of Finance				
By Asian Reidhed, Director	Date 9/30/08			
Department of Administrative Services				
By Mally And Kimberly K. Hood, Executive Director	Date_09.30.08			
Department of Technology Services				
By Brent Cleverly, IT Director	Date 9/30/08			
The Network				
By Rich Olsen, General Manager	Date/0-18-08			
Office of CIO				
By Jolet Olsen, DTS Director of Business Services	Date 10/1/08			